

Claim No.: C-24-04-108  
Neutral Citation: 2025-BCMDCCFB-028

**IN THE MATTER OF THE *MOTOR DEALER ACT*, RSBC 1996 C 316 and the *MOTOR DEALER CUSTOMER COMPENSATION FUND REGULATION*, BC REG 102/95, OC 271/95**

FILED BY:

**Jessie Stubbs**

Claimant

INVOLVING:

**Ina Motors Ltd.  
Dealer Licence 31258/Cancelled**

Motor Dealer

**DECISION OF THE MOTOR DEALER CUSTOMER COMPENSATION FUND BOARD**

By way of written submissions.

[1] On June 19, 2025, the claim filed by the Claimant for compensation from the Motor Dealer Customer Compensation Fund (the "Fund") was presented to the Motor Dealer Customer Compensation Fund Board (the "Board") for hearing.

**Decision**

[2] This claim has been denied.

**Claim Summary**

[3] The following are the Claimant's allegations:

[4] The claim is about a transaction on or about May 21, 2022, between the Claimant and Ina Motors Ltd. ("Ina Motors") in which the Claimant bought a 2017 Acura ILX (the "Acura") from Ina Motors at the price of \$26,888.00. The Claimant also bought an AvantaGuard Mechanical Breakdown Protection extended warranty (the "Extended Warranty") for the Acura at the price of \$4,762.00.

[5] The Claimant made a down payment of \$15,000.00 and financed the remaining balance. The Purchase Agreement only reflected a \$10,000.00 down payment that Ina Motors explained was for tax savings, with \$5,000.00 applied as payment for the Extended Warranty.

[6] Later, the Claimant discovered that while they were led to believe that payments for the Acura would be \$231.96 monthly, as stated on the Purchase Agreement, the actual payments were \$231.84 biweekly, as per the TD Auto Finance Conditional Sale contract.

[7] The claim is for \$20,000.00, the maximum amount compensable from the Fund. The Claimant's alleged loss includes:

- (i) \$17,148.96 - an unnecessary amount the Claimant is required to pay due to Ina Motors' purposeful deceit;

- (ii) \$5,000.00 – a third of the downpayment/deposit that Ina Motors failed to return to the claimant; and
- (iii) \$4,762.00 – the price that the claimant paid for an invalid Extended Warranty.

### **Legislative Authority and the Board's Findings**

[8] The Board reviewed the documents on file, copies of which were provided to the Claimant and Ina Motors at the pre-hearing stage. Both parties had an opportunity to respond to those documents. The documents included:

- (i) Demand to Motor Dealer
- (ii) Motor Dealer's Response to the Demand
- (iii) Claimant's Rebuttal to Motor Dealer's Response to the Demand
- (iv) Claim Application
- (v) Investigation Report
- (vi) Investigation Cost Recovery Invoice
- (vii) Claimant's Response to the Investigation Report
- (viii) File Note

[9] The Board reviewed the Claimant's alleged losses separately.

### **Alleged Loss of \$17,148.96 - An Unnecessary Amount the Claimant is Required to Pay Due to Ina Motors' Purposeful Deceit**

[10] When considering the eligibility of the Claimant's alleged loss, the Board applied Section 5(1)(a) of the *Motor Dealer Customer Compensation Fund Regulation* (the "Regulation") which says that to be eligible for compensation from the Fund, losses related to the purchase of a motor vehicle must be for a liquidated amount:

- 5 (1) The following losses are eligible for compensation from the fund:
  - (a) with respect to the purchase of a motor vehicle, the loss of a trade-in, full payment, deposit, down payment or other liquidated amount resulting from...

[11] The Board found that the alleged loss of \$17,148.96 is not for a liquidated amount but rather a claim for damages. The Board has no jurisdiction to assess damages.

### **Alleged loss of \$5,000.00 – A Third of the Downpayment/Deposit that Ina Motors Failed to Return to the Claimant**

[12] The Board found that \$5,000.00 was applied to purchase the Extended Warranty at the price of \$4,762.00 with a 5% tax applied.

### **Alleged Loss of \$4,762.00 - The Price that the Claimant Paid for an Invalid Extended Warranty**

[13] The Board found that the Extended Warranty is active until 2027.

[14] The Board can only deal with claims that fall within the specific terms of the *Regulation*. The Claimant may have other legal remedies available to her and is encouraged to do her own investigations into other possible remedies. Attached is the Vehicle Sales Authority of BC (the "VSA") Fact Sheet *Where to go for help*.

**Investigation Cost Recovery by the VSA**

[15] Pursuant to Section 22(b) of the *Motor Dealer Act* (the "MDA"), costs incurred in investigating claims against the Fund must be paid from the Fund.

[16] The Board reviewed the VSA Investigation Cost Recovery Invoice for this claim - Invoice #24108. The Board approved the invoiced investigation costs in the amount of \$392.97 for recovery by the VSA from the Fund.

**Reimbursement to the Fund by the Motor Dealer**

[17] According to Section 24 of the MDA, if a claim is paid out of the Fund, the motor dealer who caused the claim must reimburse the Fund for the amount paid out of the Fund for the claim and the investigation costs. The Registrar of Motor Dealers may cancel the dealer's licence of the motor dealer who caused the claim if the Fund is not repaid.

[18] Since this claim is denied, the investigation costs will not be charged to Ina Motors.

**Reconsideration**

[19] According to Sections 16(2), 18.1 and 18.2 of the MDA, the Board may, at its discretion, reconsider its decision. The Board will consider a request for reconsideration from a party to a claim, provided that the request is made in writing and includes relevant evidence that was not previously considered by the Board and was not known or available to the party before the hearing. All parties to a claim will be notified if the Board decides to reconsider its decision. An application for reconsideration must be made in writing within 30 days of the decision.

Date: July 11, 2025.

***Motor Dealer Customer Compensation Fund Board***

Per:

/Original is signed/

Mary Childs, Board Chair

[Attachment]

[MC/ag/jm]